Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Google Play Store Antitrust Litigation

Case No. 21-md-02981-JD

ORDER RE MOTION TO STAY AND NEWED APPLICATION TO SEAL

In a prior order, the Court denied the Google defendants' request to seal portions of the four complaints, which would have limited the public's right of access to the court proceedings in this high-profile multidistrict antitrust litigation. Dkt. No. 79. The reasons for the denial were straightforward. "[J]udicial records are public documents almost by definition, and the public is entitled to access by default." Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180 (9th Cir. 2006) (citation omitted); see also Center for Auto Safety v. Chrysler Group, LLC, 809 F.3d 1092, 1096 (9th Cir. 2016) (when considering a request to seal, "we start with a strong presumption in favor of access to court records.") (quotation omitted). As the party seeking to seal the complaints, Google had "the burden of overcoming this strong presumption by meeting the 'compelling reasons' standard." Kamakana, 447 F.3d at 1178 (quoting Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 (9th Cir. 2003)); see also Center for Auto Safety, 809 F.3d at 1098 (our precedent presumes that the "compelling reasons' standard applies to most judicial records.") (quoting *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009)) (emphasis added in *Center for Auto Safety*).

To seal portions of the complaints -- the documents that are the heart of this, and every, lawsuit -- Google was required to "articulate compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure."

Kamakana, 447 F.3d at 1178-79 (cleaned up); see also Pintos, 605 F.3d at 678-79 (same);
Johnstech Int'l Corp. v. JF Microtechnology SDN BHD, No. 14-cv-02864-JD, 2016 WL 4091388,
at *1 (N.D. Cal. Aug. 2, 2016) (party must provide "specific, individualized reasons for the
sealing"). Conclusory statements by a party about potential harm from public disclosure, or mere
hypothesis or conjecture, will not do. Kamakana, 447 F.3d at 1179; Hagestad v. Tragesser, 49
F.3d 1430, 1434 (9th Cir. 1995). The fact that the parties may have designated a document as
confidential under a stipulated protective order is also not enough to justify sealing. "Such blanke
orders" are inherently overbroad and do not provide the "particularized showing" required to seal
any individual court record. See San Jose Mercury News, Inc. v. United States District Court, 187
F.3d 1096, 1103 (9th Cir. 1999). In addition, different interests are at stake with the right of
access to court records than with the production of documents during discovery. See Kamakana,
447 F.3d at 1180.

Google had an ample opportunity to demonstrate a compelling reason for sealing, and squandered it. The governing standards summarized here have been well-established for many years, and our District's local rules clearly state the procedures for Google to follow in making its case. See Civil L.R. 79-5. Even so, Google presented nothing but generic and boilerplate statements for its sealing requests. It gestured at its internal confidentiality practices as a ground for sealing, which was nothing more than an *ipse dixit* rationale. See Dkt. No. 79 at 2. It mentioned the protective orders entered in the litigation as a basis, but that carried little weight. See id and supra. The "factual showing" it proffered was a declaration by a "Senior Legal Project Manager" at Google stating that the disclosure of "non-public information" could, "[i]f revealed to competitors and potential business counterparties, . . . disadvantage Google in marketing and in negotiations." Dkt. No. 74-1. This was literally all Google said with respect to meeting the requirement of a specific factual demonstration of a compelling reason, and it repeated the same statement over 140 times in the declaration, without any further commentary or evidence. *Id.* Overall, Google made no showing whatsoever that might have favored keeping portions of the complaints secret, and its "failure to meet that burden means that the default posture of public access prevails." Kamakana, 447 F.3d at 1182.

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Consequently, Google's sealing requests were denied. Dkt. No. 79. Pursuant to Civil Local Rule 79-5(f), the Court directed the plaintiff groups to file unredacted versions of their respective complaints on ECF within 7 days of the order, namely by August 25, 2021. *Id.* at 3. Epic beat that deadline and filed its unredacted complaint on August 19, 2021. Dkt. Nos. 81, 82. The other three plaintiff groups apparently agreed to hold off on filing their unredacted complaints at Google's request. Dkt. No. 84-1 ¶¶ 8-11. On August 20, 2021, Google filed an "Emergency Motion to Stay the Court's August 18, 2021 Order," Dkt. No. 83, as well as a "Renewed Application to Seal," Dkt. No. 85.

Google's request for a do-over is misdirected in several respects. To start, Google cannot credibly claim surprise or lack of a fair chance to address the sealing standards. The salient case law and local rules have been on the books for a good while, and Google is represented here by two top-tier law firms with ample resources to get a proper sealing request on file. In addition, the Court expressly cautioned at a status conference that any requests to keep complaint allegations sealed from the public would be closely scrutinized. See Dkt. No. 67 ("Google is advised that for any portions of the complaints for which Google requests sealing, it will need to make a persuasive showing that sealing is appropriate under the governing standards. Complaints are foundational case documents to which the public has a strong right of access, especially in a case such as this one."). In these circumstances, Google's plea for a break because this was the "first sealing exercise" in the litigation, Dkt. No. 85 at 2, is unpersuasive.

So too for Google's effort to pass the buck for its shortfall to the Court. Google hedged its original requests with the statement that "if the Court believes that Google should support its request with either a supplemental declaration or additional detail in support of its sealing request, Google can provide such additional support and requests leave to do so." Dkt. No. 161 at 2; Dkt. No. 83-1 ¶ 3; Dkt. No. 84-1 ¶ 3. This fundamentally misunderstands federal motion practice. The Court does not review a party's motion papers and offer coaching pointers for a second round of briefs. The burden is on the party to make its case in the first instance, as it sees fit. That is all the more true in the sealing context, where the "judge need not document compelling reasons to

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unseal; rather the proponent of sealing bears the burden with respect to sealing." Kamakana, 447 F.3d at 1182.

Google is also less than forthright in characterizing the present motion as a "renewed" application. There is no basis for that in the federal procedural rules. In effect, Google seeks reconsideration of the prior order without owning up to the standards that govern reconsideration, starting with the requirement that a party must request leave to file such a motion. See Civil L.R. 7-9(a) ("No party may notice a motion for reconsideration without first obtaining leave of Court to file the motion."). Nor did Google make any effort to demonstrate the existence of new facts or law, or the other circumstances that might warrant reconsideration. See id. 7-9(b).

Altogether, Google has not established any reason to disturb the Court's prior order. Even so, purely in the interest of keeping this litigation on track, the Court has reviewed the "renewed application," Dkt. No. 85, which is directed to the complaints other than Epic's, which was more circumspect about Google's information. The Court also reviewed the declaration of a Finance Director for Google, LLC, Dkt. No. 85-1. These filings are more detailed in describing the material Google is seeking to seal, and the reasons why Google believes each item should be sealed. Id. None of this is new information, and should have been presented in the original request.

Most of the "renewed" sealing requests are still inappropriate. Google has met its burden only for a small subset of the sealing requests. The Court's rulings are stated in the attached chart. See Ex. A. The Court granted sealing for specific deal terms that might be used against Google in other negotiations and deals. The Court declined to seal information outside this specific category of sensitive information because Google did not demonstrate a plausible risk to its business from publication. For example, Google did not present facts establishing that disclosure of profits and revenues from portions of its business would cause it commercial harm. Google may be uncomfortable that the public will see this data, but "a litigant's embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records." Kamakana, 447 F.3d at 1179 (citation omitted).

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United States District Court Northern District of California 1

The Consumer Plaintiffs, Developer Plaintiffs, and Plaintiff States are directed to file
revised redacted versions of their complaints which comport with this order within 7 days from the
date of this order. Civil L.R. 79-5(f)(3).

This resolves Google's renewed application to seal. Dkt. No. 85. Google's motion for a stay, Dkt. No. 83, and the stipulated request for an order shortening time for that motion, Dkt. No. 84, are terminated.

IT IS SO ORDERED.

Dated: August 25, 2021

JAMES DONATO United states District Judge

Exhibit A to Order re Motion to Stay and Renewed Application to Seal

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3	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling	
4		STATE ATTORNE	PLAINT		
5	Utah v.	Paragraph 183, page	Contains non-public	Denied.	
6	Google LLC, Case No.	59, line 18 (between "made up" and "of	financial revenue and revenue ratio		
7	3:21-cv-	overall" on line 19),	information about		
8	05227-JD, ECF 1 (Ex. A	and line 19 (beginning after "totaled some")	individual Google business lines which,		
9	to Cramer Decl.)	to the end of the paragraph.	if revealed to competitors or		
10			counterparties, could cause competitive		
11			harm to Google, and		
12			which could also cause confusion for		
13			investors. (<i>see</i> Cramer Decl., ¶ 8).		
14	Utah v.	Paragraph 186, page	Contains non-public	Denied.	
15	Google LLC,	60, line 14 (between	information regarding	Defined.	
16	Case No. 3:21-cv-	"collected" and "in overall"), line 14	revenue and profit margins for individual		
17	05227-JD, ECF 1 (Ex. A	(between "booked" and "in 'Gross	Google business lines which, if revealed to		
18	to Cramer Decl.)	Profit'"), line 15 (between "and" and	competitors or		
19	Deci.)	"in 'Operating	counterparties, could cause competitive		
20		Income"), and line 15 (between "over" and	harm to Google, and which could also cause		
21		"that combines").	confusion for investors. (see Cramer		
22			Decl., ¶ 9).		
23	Utah v.	Paragraph 111, page	Contains non-public	Granted in part. The	
24	Google LLC, Case No.	39, line 1 (beginning after "stated that") to	information regarding confidential business	proposed language at lines 4-5 may be sealed. The	
25	3:21-cv- 05227-JD,	the end of the sentence on line 2 (ending	strategies with respect to potential contractual	public release of these specific proposed terms of	
26	ECF 1 (Ex. A	before "One key"),	counterparties and, in	a contract could place	
27	to Cramer Decl.)	line 3 (beginning after "was") to the end of	particular, specific proposed terms of a	Google in a diminished bargaining position in	
28		the sentence on line 3	contract with a	future negotiations with	

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Case Nos. 3:21-md-02981-JD; 3:20-cv-05761-JD; 3:20-cv-05792-JD; 3:21-cv-05227-JD

1	Document	Information sought to be sealed	Google's Proffered	Ruling
2			Reason for Sealing	
3		(ending before "In response"), and line 4	business counterparty which, if revealed to	potential customers and competitors, thereby
5		(beginning after "among other things, to" to the end of the	competitors or counterparties, could	causing significant harm to Google's competitive standing.
6		sentence on line 5, excluding "(emphasis	cause competitive harm to Google. (<i>see</i> Cramer Decl., ¶ 10).	standing.
7		in original)."	· " /	
8	Utah v. Google LLC,	Paragraph 129, page 43, line 20 (after	Contains non-public information regarding	Denied.
9	Case No.	"approximately") to	spend data for	
10	3:21-cv- 05227-JD,	the end of the sentence on line 21.	individual Google business lines and	
11	ECF 1 (Ex. A to Cramer		initiatives which, if revealed to	
12	Decl.)		competitors or counterparties, could	
13			cause competitive	
14			harm to Google. (<i>see</i> Cramer Decl., ¶ 11).	
15	Utah v.	Paragraph 132, page	Contains non-public	Denied.
16	Google LLC, Case No.	44, line 22 (between "primarily" and "as a	information revealing the counterparties to	
17	3:21-cv- 05227-JD,	solution").	confidential contractual	
18	ECF 1 (Ex. A		arrangements with	
19	to Cramer Decl.)		Google which, if revealed to	
20			competitors or counterparties, could	
21			cause competitive harm to both Google	
22			and the third parties.	
23			(see Cramer Decl., ¶ 12).	
24	Utah v.	Paragraph 136, page	Contains non-public	Granted in part. The
25	Google LLC, Case No.	46, line 16 (beginning after "would") to line	information regarding a confidential business	proposed language at line 24 may be sealed because it
26 27	3:21-cv- 05227-JD,	17 (ending before "At"), line 24	strategy and terms offered during	reveals a specific term proposed to a contractual

$_{1}\parallel$				
2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	ECF 1 (Ex. A to Cramer	(beginning after "using a") to line 25 (ending	negotiations with a potential contractual	counterparty, which could cause significant harm to
4	Decl.)	before "(Google offered"), and line 25	counterparty which, if revealed to	Google's competitive standing.
5		(beginning after "Samsung would") to	competitors or counterparties, could	standing.
6 7		the end of the	cause competitive	
8		paragraph on line 26.	harm to Google. (see Cramer Decl., ¶ 13)	
9	Utah v. Google LLC,	Paragraph 136, page 46, line 12 (between	Contains non-public information regarding	Granted. The proposed language may be sealed
10	Case No. 3:21-cv-	"up to" and "in return").	a confidential business strategy and terms	because it reveals a specific term proposed to a
11	05227-JD,	return).	offered during	contractual counterparty, which could cause
12	ECF 1 (Ex. A to Cramer		negotiations with a potential contractual	significant harm to
13	Decl.)		counterparty which, if revealed to	Google's competitive standing.
14			competitors or counterparties, could	
15			cause competitive harm to Google. (see	
16 17	77. 1	D 1 125	Cramer Decl., ¶ 14).	G () T
18	Utah v. Google LLC,	Paragraph 137, page 47, line 15 (between	Contains non-public information regarding	Granted. The proposed language may be sealed
19	Case No. 3:21-cv-	"proposed the" and "were too low").	terms offered during negotiations with a	because it reveals a specific term proposed to a
20	05227-JD, ECF 1 (Ex. A		potential contractual counterparty which, if	contractual counterparty, which could cause
21	to Cramer Decl.)		revealed to competitors or	significant harm to Google's competitive
22			counterparties, could cause competitive	standing.
23			harm to both Google and the third party.	
24			(see Cramer Decl., ¶ 15).	
25			15).	

1	Document	Information sought	Google's Proffered	Ruling
2		to be sealed	Reason for Sealing	ð
3	Utah v. Google LLC,	Paragraph 139, page 48, line 7 (beginning	Contains non-public information regarding	Granted . The proposed language may be sealed
5	Case No. 3:21-cv-	after "According to Google, the") to line 9	terms offered during negotiations with a	because it reveals specific terms proposed to a
6	05227-JD, ECF 1 (Ex. A	at the end of the sentence.	potential contractual counterparty which, if	contractual counterparty, which could cause
7	to Cramer Decl.)		revealed to competitors or	significant harm to Google's competitive
8			counterparties, could cause competitive	standing.
9			harm to both Google and the third party.	
10 11			(see Cramer Decl., ¶ 16).	
12	Utah v. Google LLC,	Paragraph 140, page 48, line 10 (beginning	Contains non-public information regarding	Granted in part. The proposed language at lines
13	Case No. 3:21-cv-	at the start of the paragraph and ending	a confidential business strategy and terms	11-12 may be sealed because it reveals specific
14	05227-JD, ECF 1 (Ex. A	before "was the offer"), line 11	offered during negotiations with a	terms proposed to a contractual counterparty,
15	to Cramer Decl.)	(starting after "revenues for") to line	potential contractual counterparty which, if	which could cause significant harm to
16		12 at the end of the sentence (ending	revealed to competitors or	Google's competitive standing.
17 18		before "That proposal").	counterparties, could cause competitive	
19			harm to Google. (<i>see</i> Cramer Decl., ¶ 17).	
20	Utah v.	Paragraph 141, page	Contains non-public	Granted in part. The
21	Google LLC, Case No. 3:21-cv-	48, line 15 (beginning at the start of the	information regarding a confidential business	proposed language at line 15 (beginning after "to provide e" and anding at
22	05227-JD,	paragraph and ending at "also included"),	strategy and terms offered during	provide a" and ending at "to Samsung"), and at lines
23	ECF 1 (Ex. A to Cramer	line 15 (beginning after "to provide a"	negotiations with a potential contractual counterparty which if	16 through 19, may be sealed because it reveals
24 25	Decl.)	and ending at "to Samsung"), line 16	counterparty which, if revealed to	specific terms proposed to a contractual counterparty, which could cause
26		(beginning after "use to") to line 17 (ending at "would include"),	competitors or counterparties, could cause competitive	significant harm to Google's competitive
27		line 17 (beginning		standing.

1 2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3 4		after "the following") to the end of the	harm to Google. (see Cramer Decl., ¶ 18).	
5		sentence on line 19 (ending before "Any app").		
6 7 8 9	Utah v. Google LLC, Case No. 3:21-cv- 05227-JD, ECF 1 (Ex. A	Paragraph 148, page 51, figure 5 (names of contractual counterparties).	Contains non-public information revealing the counterparties to confidential contractual arrangements with	Denied.
10 11	to Cramer Decl.)		Google which, if revealed to competitors or counterparties, could	
12 13 14			cause competitive harm to both Google and the third parties. (see Cramer Decl., ¶	
15 16 17 18 19 20 21 22	Utah v. Google LLC, Case No. 3:21-cv- 05227-JD, ECF 1 (Ex. A to Cramer Decl.)	Paragraph 149, page 51, line 20 (between "developer" and "from following").	Contains non-public information regarding an agreement between Google and a third party which, if revealed to competitors or counterparties, could cause competitive harm to both Google and the third party. (see Cramer Decl., ¶ 20).	Denied.
23 24 25 26 27	Utah v. Google LLC, Case No. 3:21-cv- 05227-JD, ECF 1 (Ex. A	Paragraph 192, page 61, line 14 (between "suggested that a" and "commission").	Contains non-public information regarding confidential business strategies with respect to pricing decisions which, if revealed to competitors or	Denied.

1 2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	to Cramer Decl.)		counterparties, could cause competitive	
5			harm to Google. (<i>see</i> Cramer Decl., ¶ 21).	
6			ST AMENDED CONSO	LIDATED
7		CLASS A	CTION COMPLAINT	
8	In re Google Play	Paragraph 86, page 29, line 4 (between	Contains non-public information regarding	Denied.
9 10	Developer Antitrust Litigation,	"Samsung made" and "in revenue"), line 5 (between "Google had	Play revenue data as well as Google's estimate of a	
11	Case No. 3:20-cv-	made" and "in sales"), and line 6 (between	competitor's revenue which, if revealed to	
12 13	05792-JD, ECF 129 (Ex. B to Cramer	"Store had a" and "share of")	competitors or counterparties, could cause competitive	
14	Decl.)		harm to both Google and the third party,	
15			and which could also cause confusion for investors. (see Cramer	
16			Decl., ¶ 23).	
17 18	In re Google Play	Paragraph 170, page 60, line 15 (from	Contains non-public information regarding	Denied.
19	Developer Antitrust	beginning of line to before "and today")	Play costs which, if revealed to	
20	Litigation, Case No.	and line 16 (between "at just" and "On	competitors or counterparties, could	
21	3:20-cv- 05792-JD,	another occasion").	cause competitive harm to Google, and	
22 23	ECF 129 (Ex. B to Cramer		which could also cause confusion for	
$\begin{bmatrix} 23 \\ 24 \end{bmatrix}$	Decl.)		investors. (<i>see</i> Cramer Decl., ¶ 24).	

1 2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	In re Google Play	Paragraph 176, page 61, line 23 (between	Contains non-public information regarding	Denied.
5	Developer Antitrust	"scale at" and "people in"), line 24 (between	revenues and headcount for	
6	Litigation, Case No.	"larger at" and "Revenue per head"),	individual Google business lines which,	
7	3:20-cv- 05792-JD,	and line 25 (between "gone from" and "	if revealed to competitors or	
8	ECF 129 (Ex. B to Cramer	but the way").	counterparties, could cause competitive	
9	Decl.)		harm to Google, and which could also cause	
10			confusion for investors. (see Cramer	
11 12		D 1.100	Decl., ¶ 25).	.
13	In re Google Play Developer	Paragraph 180, page 62, footnote 122, line 26 beginning after	Contains non-public information regarding costs which, if	Denied.
14	Antitrust Litigation,	"figures are" and ending before "as	revealed to competitors or	
15	Case No. 3:20-cv-	noted," and line 26.5 after "processing costs	counterparties, could cause competitive	
16	05792-JD, ECF 129 (Ex.	at" to the end of the sentence.	harm to Google, and which could also cause	
17 18	B to Cramer Decl.)		confusion for investors. (see Cramer	
19	,		Decl., ¶ 26).	
20	In re Google Play	Paragraph 197, page 67, line 24 (beginning	Contains non-public information regarding	Denied.
21	Developer Antitrust	after "noted above") to the end of the sentence	costs which, if revealed to	
22	Litigation, Case No.	on line 26 (ending before "These	competitors or counterparties, could	
23	3:20-cv- 05792-JD,	companies").	cause competitive harm to Google, and	
24	ECF 129 (Ex. B to Cramer		which could also cause confusion for	
25 26	Decl.)		investors. (see Cramer Decl., ¶ 27).	

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Case Nos. 3:21-md-02981-JD; 3:20-cv-05761-JD; 3:20-cv-05792-JD; 3:21-cv-05227-JD

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1 2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	In re Google	Page 26, footnote 63,	Contains non-public	Granted. The proposed
4	Play Developer	line 23 (between "between" and "and"),	information regarding a confidential	language may be sealed because it reveals specific
5	Antitrust	line 23.5 (after	agreement with a counterparty which, if	terms with a contractual
6	Litigation, Case No.	"Google") to line 24 (before "Google"),	revealed to	counterparty, which could cause significant harm to
7	3:20-cv- 05792-JD,	line 24 (after "will pay") to line 24.5	competitors or counterparties, could	Google's competitive standing.
8	ECF 129 (Ex. B to Cramer	(before "to"), line 25.5 (between "from the"	cause competitive harm to both Google	
9	Decl.)	and "that").	and the third party.	
10			(see Cramer Decl., ¶ 28).	
11	In re Google	Paragraph 77, page 26,	Contains non-public	Denied.
12	Play Developer	line 11 (beginning after "approximately"	information regarding confidential business	
13	Antitrust	and ending before	strategies and the	
14	Litigation, Case No.	"The numbers").	terms of confidential agreements with	
15	3:20-cv- 05792-JD,		counterparties which, if revealed to	
16	ECF 129 (Ex. B to Cramer		competitors or counterparties, could	
17	Decl.)		cause competitive	
18			harm to both Google and the third parties.	
19			(see Cramer Decl., ¶ 29).	
20	In re Google	Paragraph 93, page 31,	Contains non-public	Denied.
21	Play Developer	line 16 (between "Samsung" and	information regarding a confidential	
22	Antitrust	"including").	agreement with a	
23	Litigation, Case No.		counterparty which, if revealed to	
24	3:20-cv- 05792-JD,		competitors or counterparties, could	
25	ECF 129 (Ex. B to Cramer		cause competitive	
26	Decl.)		harm to both Google and the third party.	
27			(see Cramer Decl., ¶ 30).	
	<u> </u>			

Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
In re Google Play Developer Antitrust Litigation, Case No. 3:20-cv- 05792-JD, ECF 129 (Ex. B to Cramer Decl.)	Paragraph 174, page 61, line 14 (between "set at" and "But for").	Contains non-public information regarding pricing which, if revealed to competitors or counterparties, could cause competitive harm to Google. (see Cramer Decl., ¶ 31).	Denied.
		T AMENDED CONSOI CTION COMPLAINT	LIDATED
In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.)	Paragraph 82, page 19, line 4 (between "revenues of" and "accounting") and line 4 (between "for over" and "percent").	Contains non-public information regarding revenue for an individual Google business line which, if revealed to competitors or counterparties, could cause competitive harm to Google, and which could also cause confusion for investors. (see Cramer Decl., ¶ 33).	Denied.
In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer	Paragraph 88, page 20, line 25 (between "made around" and "in revenue") and line 26 (between "made around" and "in sales").	Contains non-public information regarding Play revenue data as well as Google's estimate of a competitor's revenue which, if revealed to competitors or counterparties, could cause competitive	Denied.

	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
		investors. (see Cramer	
		Been, 31).	
In re Google Play	Paragraph 138, page 31, line 19 (between	Contains non-public information regarding	Denied.
Consumer Antitrust	"more than" and "per vear").	costs for individual Google business lines	
Litigation,	,	which, if revealed to	
3:20-cv-		counterparties, could	
ECF 132 (Ex.		harm to Google, and	
		which could also cause confusion for	
,		investors. (see Cramer Decl. ¶ 35)	
In re Google	Paragraph 193 page		Denied.
Play	44, line 7 (between	information regarding	
Antitrust	"revenue share").	margins for an	
Case No.		business line which, if	
3:20-cv- 05761-JD,		revealed to competitors or	
ECF 132 (Ex.		counterparties, could	
Decl.)		harm to Google, and	
		confusion for	
		investors. (<i>see</i> Cramer Decl., ¶ 36).	
	Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.) In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer	Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.) Paragraph 193, page 44, line 7 (between "than the" and "revenue share"). Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer	In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.) In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.) Paragraph 193, page 44, line 7 (between "than the" and "revenue share"). Contains non-public information regarding costs for individual Google business lines which, if revealed to competitors or counterparties, could cause comfusion for investors. (see Cramer Decl., ¶ 35). Contains non-public information regarding costs and profit margins for an individual Google business line which, if revealed to competitors or counterparties, could cause competitive harm to Google, and which could also cause competitive harm to Google, and which could also cause confusion for investors. (see Cramer Decl.)

1	Document	Information sought	Coogle's Dueffered	Duling
2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	In re Google	Paragraph 87, page 20,	Contains non-public	Granted. The proposed
4	Play Consumer	line 20 (between "among other things"	information regarding confidential business	language may be sealed because it reveals specific
5	Antitrust Litigation,	and "as well"), and line 20 (beginning	strategies with respect to potential contractual	terms proposed to a contractual counterparty,
6	Case No. 3:20-cv-	after "as well as") to the end of the	counterparties and, in particular, specific	which could cause significant harm to
7	05761-JD, ECF 132 (Ex.	paragraph on line 22.	proposed terms of a contract with a	Google's competitive standing.
8	C to Cramer Decl.)		business counterparty	Summing.
9	Deci.)		which, if revealed to competitors or	
10			counterparties, could cause competitive	
11			harm to both Google and third parties. (see	
12			Cramer Decl., ¶ 37).	
13				
14				
15 16	In re Google Play	Paragraph 109, page 25, line 13 (beginning	Contains non-public information regarding	Denied.
17	Consumer	after "services") to the end of line 16.	the terms of	
18	Antitrust Litigation,	end of fine 16.	confidential agreements with	
19	Case No. 3:20-cv-		counterparties which, if revealed to	
20	05761-JD, ECF 132 (Ex.		competitors or counterparties, could	
21	C to Cramer Decl.)		cause competitive harm to both Google	
22	,		and the third parties. (see Cramer Decl., ¶	
23			38).	

1 2	Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Ruling
3	In re Google	Paragraph 129, page	Contains non-public	Granted in part. The
4	Play Consumer	29, line 23 (between "Agreement with" and	information regarding the terms of a	identity of the contract counterparty may be
5	Antitrust Litigation,	the end of the paragraph).	confidential agreement with a counterparty	sealed, because the disclosure could cause
6	Case No. 3:20-cv-		which, if revealed to competitors or	significant harm to Google's competitive
7	05761-JD,		counterparties, could	standing.
8	ECF 132 (Ex. C to Cramer		cause competitive harm to both Google	
9	Decl.)		and the third party. (see Cramer Decl., ¶	
10			39).	
11	In re Google Play	Paragraph 134, page 30, line 22 (between	Contains confidential negotiations with	Denied.
12	Consumer Antitrust	"up to" and "of "Play") and line 22	counterparties which, if revealed to	
13	Litigation,	(between "up to" and	competitors or	
14	Case No. 3:20-cv-	"by 2023").	counterparties, could cause competitive	
15	05761-JD, ECF 132 (Ex.		harm to both Google and the third parties.	
16	C to Cramer Decl.)		(see Cramer Decl., ¶ 40).	
17	In re Google	Paragraph 187, page	Contains non-public	Denied.
18 19	Play Consumer	42, line 24 (beginning at "In particular") to	information regarding terms offered during	
20	Antitrust Litigation,	the end of the sentence.	negotiations with a potential contractual	
21	Case No.	semence.	counterparty which, if	
22	3:20-cv- 05761-JD,		revealed to competitors or	
23	ECF 132 (Ex. C to Cramer		counterparties, could cause competitive	
24	Decl.)		harm to both Google and the third party.	
25			(see Cramer Decl., ¶	
26			41).	

27

Document	Information sought to be sealed	Google's Proffered Reason for Sealing	Rul
In re Google Play Consumer Antitrust Litigation, Case No. 3:20-cv- 05761-JD, ECF 132 (Ex. C to Cramer Decl.)	Paragraph 85, page 20, line 5 (between "represented a potential" and "annual revenue") and line 6 (between "[1]oss [of]" and "of revenue").	Contains non-public financial projections which, if revealed to competitors or counterparties, could cause competitive harm to Google. (see Cramer Decl., ¶ 42).	Denied.